

EXHIBIT 2

Mr Simon J Hunt
7 Church View
Hartley Wintney
Hants
RG27 8LN

09 February 2001

Howard Milhenc
Partner
R.G.C. Jenkins & Co
26 Caxton Street
London
SW1H 0RJ

R. G. C. JENKINS & CO.

★ 12 FEB 2001 ★

CHARTERED PATENT AGENTS

Patent Application No: PCT/GB99/02665

Dear Howard

Thank you for your letter of the 5th February with enclosures. Further to my telephone conversation with Dr. Bobby Mukherjee, I confirm that I am aware of the importance of the USA filing and that this will require a declaration that I am the inventor of the above referenced Patent Application. I formally confirm that immediately on receipt of your letter I telephoned my solicitor Kingsford Stacey Blackwell who subsequently made contact with Paul Lambdin of Stevens & Bolton to request authority from Nisaba Group Ltd to proceed. I am sure that you will appreciate that authority must be obtained in accordance with my former contract of employment. It is unfortunate that solicitors must be involved in this however at this time the Employment Tribunal has been adjourned in a case brought against Nisaba Group for unlawful dismissal, wrongful dismissal and breach of contract.

Nisaba Group Ltd were encouraged to sort out the USA assignment last July so it is disappointing that it has been necessary to try to carry the new filing transaction out with only one weeks notice in the middle of the Tribunal case. Nevertheless I understand from Bobby that in the event that the declaration and assignment is delayed that the Intellectual Property rights continue to be protected and that the 14th February is a desirable date not a deadline.

Please be aware that it is particularly difficult to swiftly execute the declaration and assignment in the proposed timeframe because I started a new job last week after six months of trying to obtain full time employment. My new contract of employment requires me to notify my new employer of this Patent Application transaction. In addition I am specifically excluded from working on this matter during my new employer's time. As I am sure you will appreciate my career continues in a similar field and I am aware that there is a potential conflict of interest. I confirm that I have formally notified my employer of the matter and requested that they declare no interest and give me authority to proceed (out of working hours). I cannot afford to lose my new job over Nisaba Group playing some twisted game. Even having to go through this procedure unfairly puts my new job at risk. Nisaba Group knew when my new job started.

Unfortunately, after four days Nisaba Group has failed to respond with the necessary authority to enable me to verify and execute the declaration and assignment you require. Kingsford Stacey Blackwell is writing today to formally draw this matter to their attention. As soon as I receive the necessary authority we can proceed. (For the avoidance of doubt I see no problems in verifying and executing the required paperwork, as there is no doubt over the inventor and no dispute over ownership of any Intellectual Property created during my employment with Nisaba Group. I have of course maintained my inventor's rights afforded me by the Patents Act 1977 and moral rights conferred in the Copyright Designs and Patents Act 1988.

On a separate note I asked **Bobby** about how to obtain a copy of a second Patent Application I quickly put together in April of last year between returning from Japan and presenting at a conference on mobile video transmission in the USA. Recently my solicitors have received requests for me to provide Stevens & Bolton with a copy of the application, which I do not have. Nisaba Group has a copy of the application however alongside other documents that they claim to deny exist (in breach of a court order) has chosen not to disclose this.

Bobby explained that if I explained the matter to the Patent Office that they might be able to help. I can confirm that after speaking to several departments that I have now been promised a copy in the post. It is so much easier to get things done when people work in co-operation. Hopefully this will put an end to the continuing harassment I receive. I understand you informed Nisaba Group that this approach might be possible several months ago. It is a pity that they chose not to tell me how I might go about this and chose to write threatening letters instead. I would like to thank Bobby for the advice he gave me.

I understand that this Patent Application may require some amendment to the claims and a full international application before April 2001; time is thus pressing on this. For the avoidance of doubt, the Intellectual Property rights conferred in this application also belong to Nisaba Group, however I understand you have received no instruction to formally assist with this. I had thought the original power of attorney would enable you to continue to act on both Nisaba Group and my own behalf. The search report cited one "A" document and made reference to some problems evaluating some of the claims. Nisaba Group has been sent the search report. As the Intellectual Property belongs to Nisaba Group I am at a loss to explain why you have not yet been formally instructed in this matter, however if you were to be asked to help then I confirm that I would be pleased to assist you, if allowed by my new employer.

On a minor note, there is a typographical error in my address on your documents. I will hand amend this as required. Presumably my address as recorded at the Patent Office will also require a change to ensure the addresses match; if this requires my signature please could we please also carry this out now to avoid having to get repeated authorities from Nisaba Group. I look forward to hearing from you on this.

As soon as is reasonably practical after receiving the necessary authority to proceed from Nisaba Group I will verify and execute the required transaction in accordance with your request. I look forward to completing this matter at the earliest convenience.

Yours sincerely

Simon Hunt
Simon Hunt

Simon Hunt

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DATED 1ST MAY 2001**(1) SIMON HUNT****(2) MEDIA LOGIC SYSTEMS LIMITED**

**DEED FOR TRANSFER OF PATENT
APPLICATIONS AND OTHER INTELLECTUAL
PROPERTY RIGHTS IN "ISEETV" AND "ISEE
MOBILE"**

Stevens & Bolton
The Billings
Walnut Tree Close
GUILDFORD
GU1 4YD
Ref:
NJF.EXP.CO373.35
Draft: 1/28.03.01

THIS DEED is made the ..1.S.T.... day of ..MAY....2001

BETWEEN:

(1) **SIMON HUNT** whose address for service within the jurisdiction of the courts of England and Wales is 7 Church View, Hartney Witney, Hants RG27 8LN England ('the Assignor') and

(2) **MEDIA LOGIC SYSTEMS LIMITED** whose registered office is at Nisaba House, Waterfront Business Park, Fleet Road, Fleet, Hampshire GU13 8QT ('the Assignee').

RECITAL

The Assignor is willing to assign to the Assignee all his rights interests title and property to the Inventions, the Patents, the UK and Foreign Patent Applications and the Other Intellectual Property Rights and the Assignee wishes to acquire all such rights, interests, title and property.

IT IS AGREED as follows:

1 DEFINITIONS

The following terms shall have the following meanings:

'Invention' means the interactive system for enabling television shopping, known as the "iSeeTV" and/or iSEETV mobile" system, developed by the Assignee and the Assignor and the inventions claimed in the Patents.

'Patents' means the prospective patents for which the UK and Foreign Patent Applications have been made;

'UK Patent Applications' means the United Kingdom patent applications set out at Part One of Schedule One.

"Foreign Patent Applications" means any foreign patent applications in respect of the Invention including those set out at Part Two of Schedule One.

Other Intellectual Property Rights means the full benefit of all trademarks, trade names, domain names, goodwill,

rights in know-how and confidential information, copyright, database rights, design rights or similar rights, whether registered or un-registered in any jurisdiction worldwide and whether relating to documents, data, programs, ideas, plans, designs, diagrams or otherwise and all other intellectual property rights, in each case relating to the Invention, its application, use, marketing or otherwise.

2 ASSIGNMENTS

- 2.1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) the Assignor with full title guarantee assigns to the Assignee absolutely and free from all incumbrances;
 - 2.1.1 all his interest in the UK Patent Applications and the Foreign Patent Applications, together with all the Assignor's rights and interests in respect of them.
 - 2.1.2 all rights property, title and interests of the Assignor in the Other Intellectual Property Rights.
 - 2.1.3 all rights of the Assignor to institute and maintain proceedings against any person in respect of any infringement of any of the UK Patent Applications or the Foreign Patent Applications or the Other Intellectual Property Rights whether such infringement or wrongful use occurred prior to, on or after the date of this Deed

3 APPOINTMENT

The Assignor irrevocably appoints the Assignee as his attorney to do all acts, deeds and things necessary to execute such documents and give such assistance as the Assignee may require:

- (i) to secure the vesting in the Assignee of all rights in the Patent Applications and the Other Intellectual Property Rights;
- (ii) to uphold the Assignee's rights in the UK and Foreign Patent Applications and the Other Intellectual Property Rights;
- (iii) to defeat any challenge to the validity of, and resolve any questions concerning, the Patent Applications or the Other Intellectual Property Rights;

- (iv) to apply for the obtaining of other patents or other similar protection for the Inventions and any improvements of them in the United Kingdom or other parts of the world; and
- (v) to do all that is necessary to vest such protection in the Assignee absolutely;

4 EXCLUSION OF WARRANTY AS TO VALIDITY AND INFRINGEMENT

The Assignor does not warrant or guarantee the validity of the Patent or that the Invention does not infringe any valid and subsisting patent or other rights not held by the Assignor.

5 GENERAL

5.1 Headings

Headings contained in this Assignment are for reference purposes only and shall not be incorporated into this Assignment and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

5.2 Proper law and jurisdiction

This Assignment shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

SCHEDULE ONE

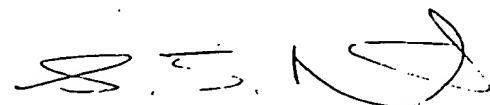
PART ONE – UK PATENT APPLICATIONS

Application numbers: GB9817829.6, GB2341038 and GB008501.9

PART TWO – FOREIGN PATENT APPLICATIONS

Jurisdiction	Application Number
	WO0010330
Australia	AU5380799
United States of America	PCT/GB9902665
Norway	PCT/GB99/02665

EXECUTED as a DEED by the)
said SIMON HUNT in the)



presence of:-)

W Signature

I Name

L Address

N

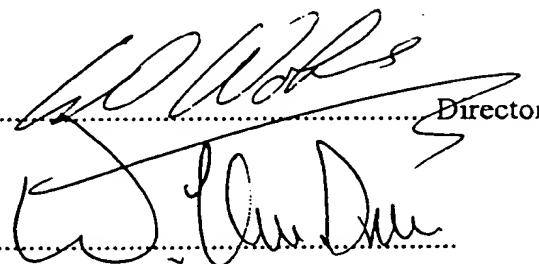
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S Department

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C DALE REGISTER
3A BULWICHAM MANSIONS
PITT ST
LONDON W8 4JH
C. O. - 186 K LTD

EXECUTED as a DEED by the)
said MEDIA LOGIC SYSTEMS)
LIMITED acting by)
a Director and the Secretary or)
two Directors:)


Howard L. Milhinch
Director

Director/Secretary

CERTIFICATION

I, Howard L. Milhinch, Chartered Patent Agent and European Patent Attorney of R.G.C. Jenkins & Co. 26 Caxton Street, London SW1H 0RJ, England, do hereby certify that this is a true copy of the assignment in question.

 Howard L. Milhinch, London GB, 16 May 2001